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AGREEMENT WITH
THE METROPOLITAN DISTRICT COUNCIL
OF PHILADELPHIA AND VICINITY
UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA

THE METROPOLITAN DISTRICT COUNCIL OF PHILADELPHIA AND VICINITY, UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA ("COUNCIL") and the Undersigned Employer agree that:

1. The employer shall be and is hereby, bound by all of the terms and conditions of employment contained in the collective bargaining agreement between the Council and the Interior Finish Contractors Association of Delaware Valley ("IFCA"), receipt of a copy of which is hereby acknowledged, that is effective on the date of this Agreement as well as any additions, modifications, extensions and renewals thereof between the Council and IFCA as may occur subsequent to the execution of this Agreement.

2. This agreement shall be effective as of the date set forth below and shall remain in full force and effect for the duration of the collective bargaining agreement between the Council and the Interior Finish Contractors Association of Delaware Valley that is effective on the date of this Agreement and for the duration of any addition, modification or renewal thereof until one party shall provide to the other written notice by certified or registered mail of intent to terminate the then-current agreement at its stated expiration that shall actually be received by the other party not later than sixty (60) days prior to the stated expiration date of that then-current Agreement.

METROPOLITAN DISTRICT COUNCIL OF
PHILADELPHIA AND VICINITY

EDWARD CORYELL
President

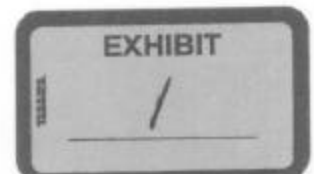
X RMK CONSTRUCTION CO. INC.
Insert FULL Name of Employer

X Mark Kramer
[Signature]
Signature of AUTHORIZED
Employer Representative

X 620 DEER ROAD
Address

X CHERRY HILL N.J. 08034
City State Zip

X 7/8/94
Date



P.711

IMPORTANT PHONE NUMBERS

REGIONAL COUNCIL
215-569-1634
FAX 215-569-0263

HEALTH AND WELFARE
PENSION & ANNUITY FUND
215-568-0430 FAX 215-496-0173

FLOOR COVERING L.U. 1823
215-569-3044
FAX 215-569-0263

LATHERS L.U. 53-L
215-569-1634
FAX 215-569-0263

APPRENTICE COMMITTEE
215-824-2300
FAX 215-824-2313

INTERIOR FINISH CONTRACTORS
ASSOCIATION OF DELAWARE VALLEY
610-225-1050 FAX 610-225-1052

AGREEMENT

between the

**INTERIOR FINISH
CONTRACTORS ASSOCIATION
OF DELAWARE VALLEY**



and the

**METROPOLITAN REGIONAL COUNCIL
of PHILADELPHIA and VICINITY**



**UNITED BROTHERHOOD of
CARPENTERS and JOINERS
of AMERICA**

Effective May 1, 2000
Through April 30, 2004

Counties of Philadelphia, Bucks,
Montgomery, Chester, Delaware, Lehigh,
Northampton and Carbon





Look For This Label On All Woodwork

**METROPOLITAN REGIONAL COUNCIL
of
PHILADELPHIA & VICINITY**

1803 Spring Garden Street
Philadelphia, PA 19130

— Office Telephone —
215-569-1634
FAX 215-569-0263

**INTERIOR FINISH
CONTRACTORS ASSOCIATION
OF DELAWARE VALLEY**

Valley Forge Office Center
530 E. Swedesford Road • Suite 204
Wayne, PA 19087
610-225-1050
FAX 610-225-1052



INDEX

	Page
Articles of Agreement	1
Article 1 Term of Agreement	1
Article 2 Recognition	2
Article 3 Working Hours and Holidays	3
Article 4 Wage Rates	5
Article 5 Apprentices	7
Article 6 Shift Work	9
Article 7 Out of Town Employment	11
Article 8 Reporting for Work	11
Article 9 Tools: Storage - Loss	12
Article 10 Work Jurisdiction	13
Article 11 Working Rules	19
Article 12 Sub-Contractor Clause	19
Article 13 Hiring Procedures	20
Article 14 Settlement of Disputes	20
Article 15 Council's Business Representatives	23
Article 16 Health and Welfare Fund and Industry Advancement Program	23
Article 17 Pension and Annuity Plan and Excess Benefit Fund	25
Article 18 Work Dues and Jobs Recovery Dues Check-Offs	26
Article 19 Delinquency and Collection Procedure	28
Article 20 Carpenters/Association Joint Committee	34
Article 21 Legality	34
Article 22 Political Action Committee Check-Off	35
Article 23 Most Favored Nation Clause	35
Article 24 Pre-Fit Doors	36
Article 25 Drug Testing Policy	36
Article 26 National Apprenticeship and Health and Safety Fund	41
Article 27 Pre-Job Conference	41
Article 28 Carpenters Savings Fund	42
Schedule "A" I.F.C.A. Members	43
Schedule "B" Standards of Apprenticeship for the Carpentry Trade	43
Schedule "C" Working Rules	43
Schedule "D" Apprentice Wage Rates	47
Schedule "E" Wage-Fringe Schedule	48
Schedule "F" H&W Memorandum of Understanding	48
Exhibit "G" IAP Memorandum of Understanding	48
Exhibit "H" Acceptance of Agreement	50
LATHERS' SUPPLEMENTAL AGREEMENT	52

ARTICLE 13**HIRING PROCEDURES**

The Contractor agrees to require membership in the Union as a condition of continued employment of all employees covered by this Agreement on the 8th day following the beginning of such employment, or the effective date of this Agreement, whichever is later. All employees must also remain a member in good standing of the Union as a condition of their continued employment.

No employee, or applicant for employment, shall be discriminated against by reason of Union Membership or activity, race, religion, color, age, sex or national origin, and the parties hereto agree to comply with any and all State and Federal laws, and rules and regulations promulgated pursuant thereto, guaranteeing civil rights and liberties to all persons.

ARTICLE 14**SETTLEMENT OF DISPUTES**

(a) In the interest of uninterrupted progress on any and all work covered by this Agreement, the parties hereby agree that there shall be no lockout on the part of any Employer, and there shall be no strikes or stoppage of work called by the Union or any of the subordinate bodies pending investigation of any dispute. It is agreed that neither the Union nor the Association shall be subject to any liability for damages because of the action of any individual Employer or any member of the Union.

(b) Should any dispute or grievance arise under any of the terms of this Agreement, the Employer or his representative and the Council's representative shall meet promptly to resolve the dispute. If the parties do

not succeed in resolving such dispute or grievance, notice shall be given promptly to the Association and to the Council Executive Secretary-Treasurer. Upon receipt of such notice, the Association and the Council Executive Secretary-Treasurer shall each immediately designate a representative and notify the other party of the representative's name and address. The representatives appointed shall contact each other, and make arrangements for a meeting to be held within five days, or at any mutually agreeable date and place for the purpose of resolving the issues involved.

The Council or the Association, whichever decides that there shall be further action on the dispute, shall notify the other in writing by certified mail of its intention to submit the dispute to arbitration and shall, simultaneously, file with the American Arbitration Association a written demand for arbitration of said dispute, whereupon an arbitrator shall be appointed in accordance with the then prevailing rules of the Labor Arbitration Tribunal of said American Arbitration Association, except that if the parties hereto fail to agree upon any persons named in the first list submitted by the Association to the parties, or if those named in said list decline or are unable to act, and if for any reason the appointment cannot be made from such first submitted list, said Association shall send a second list of names of persons chosen from the Association's Panels, and thereafter proceed in accordance with its rules aforesaid. The arbitrator thus appointed shall hold hearings as promptly as possible and shall render his award in writing and such award shall be final and binding upon the Council and the Association and upon their respective principals or members. The arbitrators' fees and expenses and the fees of the American Arbitration Association shall be shared equally by the Association and the Council.

(c) Anything to the contrary hereinbefore contained notwithstanding, the Council may elect not to follow the procedure for settlement of disputes set forth in Sections (a) and (b) of this Article 14 in respect of claims or disputes arising out of alleged failure by an Employer or other employer to comply with any of the provisions of Article 16 hereof, or Article 17 hereof, or of Article 5 hereof, or Articles 18, 19, 22, 26, and 28.

(d) Irrespective of whether the Council exercises the election granted to it by Section (c) of this Article 14 the Council may, in the event of a claim or dispute such as mentioned in said Section (c), treat as a breach of this Agreement the alleged failure by an Employer to comply with any of the provisions of Article 16, or of Article 17, or of Article 5, Article 18, Article 19, Article 22, Article 26 or Article 28 and instead by reason of such failure persuades or directs employees covered by this Agreement not to accept employment by, or to cease, rendering any further service to such Employer or other employers, then the delinquent Employer, or other delinquent employer, shall be obligated to pay the wages and the fringe benefit contributions of such employee or employees who cease to render any further service to such delinquent Employer or other delinquent employer, until such time as the delinquent reports and/or payments, if due, have been made. In no event shall such wages or fringe benefit contributions be paid to those employees who were not employed at the time of such refusal to render further service. Such persuasion or direction by the Council to the employees, and the cessation of work, or the refusal to accept employment, by the employees shall not be deemed to be a violation of Section (a) of this Article 14.

ARTICLE 15

COUNCIL'S BUSINESS REPRESENTATIVES

Business Representatives of the Council shall have access to any and all jobs where employees to whom this Agreement is applicable are working.

ARTICLE 16

HEALTH AND WELFARE FUND; INDUSTRY ADVANCEMENT PROGRAM

The Employer agrees to be bound by the terms of the Industry-wide Agreements covering Commercial, Industrial and Institutional work, which establish and provide for payments to Fringe Benefit and Industry Advancement Program ("IAP") Funds as set forth in EXHIBIT "E", and agrees to any increases when they are negotiated.

Section 1. The Employer shall, on or before the tenth day following the end of each payroll Week, pay to Mellon Bank or to such other corporate fiduciary as shall be from time to time mutually agreed upon by the Association and Council (any of which is hereinafter referred to as the "Depository" or "Trustee"), a sum as specified in Section 2 for each hour (whether regular time or overtime) for which wages or any type of compensation payable (under this Agreement) are payable during such payroll week to any employee, as the term employee is defined in Article 2 hereof. Each such hour is hereinafter referred to as an "hour worked".

Section 2. Except as may otherwise be provided pursuant to the terms of this Agreement, the Health and Welfare payment rates for each hour worked are: